

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

NATIONAL INDOOR FOOTBALL LEAGUE L.L.C.,	:	CIVIL DIVISION
Plaintiff	:	NO. CA 2 - 548
v.	:	TYPE OF PLEADING:
	:	Proposed Verdict Slip
R.P.C. EMPLOYER SERVICES, INC.,	:	
and DAN J. D'ALIO,	:	
Defendants.	:	

PLAINTIFF'S PROPOSED VERDICT SLIP

AND NOW, comes the Plaintiff, NATIONAL INDOOR FOOTBALL LEAGUE, L.L.C.
(hereinafter "NIFL"), by and through its attorneys, Leventry, Haschak & Rodkey, LLC, and files the
foregoing Proposed Verdict Slip:

1. Do you find that Plaintiff, National Indoor Football League, LLC, proved by a preponderance of the evidence that Defendant. R.P.C. Employer Services, Inc. breached the Service Agreement?

Yes _____ No _____

2. Do you find that Plaintiff, National Indoor Football League, LLC, proved by a preponderance of the evidence that it sustained monetary damages as a result of RPC Employer Services, Inc.'s breach of the Service Agreement?

Yes _____ No _____

3. What amount of damages did Plaintiff prove by a preponderance of the evidence that it sustained as a result of RPC Employer Services, Inc.'s breach of the Service Agreement?

Answer in dollars and cents.

ANSWER:

\$_____

4. Do you find by a preponderance of the evidence that the Defendants made one or more of the alleged misrepresentations [or omissions], knowingly, or with reckless disregard for the facts, to the National Indoor Football League concerning RPC Employer Services, Inc.'s providing of workers' compensation insurance through the state of Ohio, upon which the National Indoor Football League relied thereby causing them damages?

Yes _____ No _____

5. What amount of compensatory damages did Plaintiff prove by a preponderance of the evidence that it sustained as a result of Defendants' commission of fraud against the National Indoor Football League?

Answer in dollars and cents.

ANSWER:

\$_____

(The Defendants will only be required to pay the greater of the amounts determined in Paragraphs 3 or 5).

6. What amount of punitive or punishment damages does the jury decide to impose upon the Defendants' because of their commission of fraud against the National Indoor Football League?

Answer in dollars and cents.

ANSWER:

\$_____

7. Do you find that Plaintiff, National Indoor Football League, LLC, proved by a preponderance of the evidence that Defendant, Daniel J. D'Alio, violated the Civil RICO Statute?

Yes _____ No _____

8. Do you find that Plaintiff, National Indoor Football League, LLC, proved by a preponderance of the evidence that it sustained monetary damages as a result of Defendant Daniel J. D'Alio's violation of the Civil RICO Statute?

Yes _____ No _____

9. What amount of damages did Plaintiff prove by a preponderance of the evidence that the National Indoor Football League or its players or teams sustained as a result of Defendant Daniel J. D'Alio's violation of the Civil RICO Statute?

Answer in dollars and cents.

ANSWER:

\$_____

10. What amount of punitive damages does the jury decide to impose upon Daniel J. D'Alio because of Daniel J. D'Alio's violation of the Civil RICO Statute?

Answer in dollars and cents.

ANSWER:

\$_____

Respectfully submitted,

s/ Timothy C. Leventry

Timothy C. Leventry, LL.M

Attorney at Law

